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MISCELLANY.**Bar Examination.**

The following are the questions asked by the Virginia Board of Law Examiners:

Richmond, Va., December 12-13, 1916.

FIRST DAY—SECTION ONE.

1. Section 2481 of the Code of Virginia provides that no suit to enforce a mechanic's lien shall be brought after six months from the time when the whole amount covered by such liens has become payable. A brings a suit in equity to enforce such a lien seven months after the time when the amount covered by the lien became payable. B, the defendant, demurred to the bill on the ground that the right to enforce the lien was barred by the six months' statute of limitation. Is the demurrer proper in this case? Give reason.

2. What is the object of the action of detinue, and what are the essentials to maintain the action?

3. What are the grounds in Virginia for a motion in arrest of a judgment?

4. A is on trial for murder. During the course of the trial, and without the knowledge or consent of the court, or any one else, A manages to leave the court room for a few minutes, but later returns. After his return, the jury renders a verdict against him, and he thereupon makes a motion for a new trial on the ground that he was not present during the whole trial. Should the court sustain the motion? Give reason.

5. If all the counts in a declaration are good except one, and the defendant desires, before going on trial, to get rid of the bad count, what is the remedy?

6. A, an employee of the Hercules Auto Company, a Virginia corporation, the chief office of which is in Richmond, was injured on October 1, 1916, in Roanoke county by the negligence of the company. He sued the company in Roanoke county by notice of motion for judgment. The notice was served in Roanoke county upon B the agent of the company for the City of Lynchburg, who resided in Lynchburg. Is the service valid. Give reasons.

7. John Jones has illicit intercourse with Sarah Smith, a woman of previous chaste character, under promise to marry her if she becomes pregnant. Of what offense is Jones guilty?

8. Jones and Smith engage in a public prize fight in a State where prize fighting is unlawful and a misdemeanor. In the course of fighting, Jones knocks Smith's ear off. Of what offense is he guilty?

9. A and B own adjoining tracts of land. A employs a surveyor to survey his property and the surveyor procures A's title papers and commences at a certain white oak as a corner tree. A states in the presence of several persons that this white oak is a corner tree

between him and B, and points out the tree. The surveyor also mentions to several persons the fact of his employment by A to run the line, and that he ran it by commencing at said white oak, and he also points out the said white oak to the persons to whom he was talking. Both A and the surveyor die. The heirs of A, in a controversy with B, contend that this white oak is not a corner tree. B offers to prove the statements of both A and the surveyor, and their act in pointing out the oak as a corner tree. The evidence is objected to as hearsay. What should be the court's ruling, and why?

10. A's wife brings a suit against him for divorce for desertion. If A chose to defend the suit, he could defeat the divorce. The wife's attorney makes an agreement with A not to defend the case, and A's wife obtains the divorce. What do you think of the propriety of the conduct of the wife's attorney?

11. If your client were sued, and you could win the case by pleading the statute of frauds, would you advise your client to do so? Give reason.

12. Plaintiff claims \$500.00, and a verdict of \$100.00 is rendered. Can either plaintiff or defendant appeal? Give reason.

13. A decree against defendant debtor for less than \$300.00 provides, in case of non-payment, for the sale of debtor's land worth more than \$300.00. Can the defendant appeal? Give reason.

14. When a surety on a bond containing a waiver of homestead is compelled to pay the bond, and then sues the principal to collect the debt that he paid for him, can the principal plead homestead against the surety.

15. A brings an action against the City of Roanoke to recover damages received by falling into a hole in the night-time in one of the sidewalks of the city. To prove the defective condition of the sidewalk at the place where the accident occurred, he introduced a witness to prove that he, the witness, on the same night fell into the same hole. The court excluded the evidence. Was its action in that respect correct? Give reason.

16. A decides to kill B at midnight. As evening approaches, he unintentionally becomes thoroughly intoxicated, mistakes C, B's brother, for B, and kills him. Of what degree of homicide is A guilty? Give reason.

FIRST DAY—SECTION TWO.

1. On January 1, 1916, A owed B a debt of \$100.00 for repairs to an automobile for which B held a lien on the machine, which lien B was in the act of enforcing by suit. C thereupon verbally promises B that if B would release the lien and dismiss the suit he, C, would pay the debt on February 1, 1916. B accordingly released the lien and dismissed the suit, but C failed to pay on the day appointed, whereupon B instituted suit. Can B recover against C? Give reasons.

2. A is a soap manufacturer in Richmond. B is his traveling salesman. B decides to abandon traveling, and to start in the soap business for himself, whereupon A enters into an agreement that in consideration of \$10,000.00, B will not within ten years engage in the soap business in the cities of Roanoke and Lynchburg, or any territory within fifty miles thereof. After four years, B starts a soap business in Roanoke, whereupon A brings suit to prevent him. The court's decision is in A's favor. Is the decision correct? Give reason.

3. A sells B his horse for \$500.00; \$100.00 cash and the balance in four equal annual instalments of \$100.00 each with interest at 50% per annum. B defaults in the payment of the instalments and A sues. B pleads usury. Is the defense good? Give reason.

4. A in Richmond writes B in Roanoke offering to sell B his horse for \$500.00. Immediately upon receipt of the letter B mails at Roanoke a letter to A enclosing his check for \$500.00, and tells A to ship the horse. After the letter is mailed, but before A receives the letter, he wires B withdrawing the offer. What are the rights of the parties?

5. A, in good faith, claims that he is the owner of a contingent interest in certain land under the will of a deceased uncle. B gives A his note for \$1,000.00, payable in six months for a release of A's claim. Before the maturity of the note, it develops that A, as a matter of fact, had no interest in the land. Can A enforce payment of the note? Give reason.

6. A employs B at a salary for one year, but before the time of performance by B, A notifies him that he will not comply with the contract. B immediately institutes suit. Has he sued too soon? Give reason.

7. A, an infant, obtains his father's automobile, without his knowledge and takes some young friends out for a ride. In doing so, he negligently runs over and kills a smaller child. Is the father liable? Is A liable?

8. A forbids his wife to contract any bills. She does so, however, and the creditors sue A. What must the creditors prove in order to recover against A., and upon whom is the burden of proof?

9. Name the grounds in Virginia for divorce *a mensa et thoro*.

10. Jones executes a negotiable note payable to Smith for a gambling debt. Before maturity, C becomes the holder of the note in due course, and when it is due, he sues both Jones and Smith. What defenses can Jones and Smith make?

11. I hold the note of A endorsed by B, C and D. I desire to sue. In what order are the endorsers liable, and how many may be sued?

12. A sells B a wagon for \$50.00 without anything being said concerning the title thereto. A stranger finds the wagon in B's possession, and asserts that it belongs to him. B declines to surrender the wagon, and the stranger brings an action of detinue for it, proves

that it belongs to him, and recovers it. What claim has B, if any, upon A for the loss of the wagon?

13. Jones, a hay and grain merchant, has 50,000 pounds of hay stored in a warehouse. Smith agrees to buy 25,000 pounds of same at 5 cents per pound, and to pay for the same as soon as the hay is baled, weighed and marked by Jones. Jones bales and weighs the hay, and puts the bales aside for Smith; but before he has marked them, the building is destroyed by fire and the contents are entirely lost. Upon whom does the loss fall? Why?

14. Sections hands of the C. & O. Railway Company board themselves; that is, the company does not undertake to provide their meals. During the hour of recess for lunch, the hands build a fire upon the right-of-way of the company to warm their coffee. In so doing the fire spread to adjoining property and did damage. Is the railway company liable?

15. A, B and C jointly commit a tort against D. A pays D \$100.00 for a release of his share of the damage. D thereupon sues B and C. Can he prevail? Give reason.

16. The Boom Land Company advertises an aeroplane flight on the property that it is auctioning for the purpose of attracting a crowd to the sale. The Land Company has no control over the aviator, or his property, or assistants. When the aeroplane starts, one of the spectators is injured by the negligent manipulation of the machine, and for the injuries brings a suit against the Land Company to recover damages. Has the spectator a right of action against the Land Company? Give reason.

SECOND DAY—SECTION THREE.

1. A executes a will devising his farm "Black Acre" jointly to B and C. B predeceases the testator. In whom does the title vest under the will upon A's death?

2. What capacity have married women and infants in Virginia to make a will?

3. A testator makes the following devise: "I give and bequeath all my property, both real and personal, to my children of my deceased child, E, to be equally divided between them." The testator had five children (A, B, C, D and E.) E was dead at the time of the making of the will and had living six children, who survived the testator. What proportionate parts of the testator's estate will each of the beneficiaries of the devise respectively receive? Give reasons.

4. What is a lapsed legacy, and to what extent has the common law doctrine concerning same been affected by Virginia statute?

5. A executes to B a mortgage upon his land to secure B three bonds of \$1,000.00 each, payable in one, two and three months. C is surety on the bonds. A defaults in the payment of the first bond, and C pays it. A makes further default in the two remaining bonds, and the mortgage is foreclosed. At the foreclosure sale, the prop-

erty only brings \$2,500.00 C claims that he having paid the first bond is entitled to be subrogated to B.'s position thereon, and to be first paid out of the proceeds of sale. What is your opinion?

6. A is the owner of two tracts of land "White Acre" and "Black Acre." He executes to B mortgage on both tracts to secure B a debt. The mortgage is duly recorded. Afterwards C buys "White Acre." B starts to enforce his lien on "White Acre." C, the purchaser thereof, objects. What are C's rights?

7. What is the test by which the jurisdiction of a court of equity, as contra-distinguished from a court of common law, is determined?

8. A empowers and directs B, his agent, to purchase for him a farm known as "White Thorne" belonging to C. B, upon seeing the farm, decides to buy it for himself and does so. A, upon finding what B has done, demands that B convey the property to him. B refuses to do so. Can A compel him to do so? Give reasons.

9. Mary Smith dies intestate possessed in fee simple of a tract of land, and leaving surviving her, her husband, John Smith, and one son, James Smith, who is married. John Smith becomes a tenant by curtesy. He dies January 1, 1916. His son predeceases him by one day. The son's widow claims dower. What is your opinion as to her rights?

10. On January 1, 1916, A conveys "Black Acre" to B for a consideration of \$1,100.00; \$100.00 cash and the balance payable one year from date. B, at the same time, executes a mortgage to secure the deferred purchase money, but A fails to record the mortgage until March 1, 1916. On February 1, 1916, C, a creditor of B, obtains and docketts a judgment against B, and brings suit to enforce the judgment. What are the priorities between C and A?

11. Jones and Smith are partners as the Jones-Smith Company. The partnership purchases a lot in Roanoke upon which it conducts its business. Subsequently the partnership dissolves and Smith is found to have drawn \$500.00 more out of the firm than Jones. Smith thereupon verbally agrees to transfer his one-half interest in the property to Jones in cancellation of and Jones agrees to take it over in satisfaction of the debt. Brown, a creditor of Smith, obtains a judgment against Smith, and institutes a suit to subject Smith's one-half interest in the property to the lien of the judgment. What are the rights as between Brown and Jones? Give reason.

12. A, B, C, D and E are partners. As such they owe Smith \$10,000.00. Smith obtains judgment against them. A, B and C are solvent, and D and E are insolvent, and the partnership has no assets. What can Smith do to collect his debt, and what are the rights of the partners among themselves?

13. A receives a grant from the Commonwealth for 1,000 acres of land. B subsequently receives a grant for a like amount. There is an interlock of 100 acres in the two patents. Immediately upon receiving his grant, A enters into actual possession of a part of his

tract outside of the interlock, claiming title to the whole of his grant, and continues to reside thereon. B, upon receiving his grant, enters thereon and locates his residence on same within the interlock, where he continues to reside for the following sixteen years, when he and A become involved in a controversy as to the title thereto. A brings ejectment. What are the rights of the parties? Give reasons.

14. A owes B a note of \$1,000.00 upon which C is surety. A also gives B two bonds of \$500.00 each as additional security. Before the maturity of the note, A prevails upon B to release one of the bonds, which A thereupon sells and the proceeds wherefrom he spends. A subsequently becomes insolvent and B thereupon sues C, the surety. What are C's rights as between B and himself.

15. A and his wife are unhappy together and decide to live separately. A gives his wife \$10,000.00 in consideration of which she executes a deed to him releasing her dower in his real estate. A conveys the real estate to B and then dies. His wife did not unite in the deed. The wife having spent her \$10,000.00 before A dies, claims her dower in the land sold to B. What are her rights.

16. On January 1, 1910, A executes his note in Virginia payable on demand to B. The statute of limitations in Virginia on such a note is five years. On January 1, 1914, A moves to California where the limitation on such a note is three years, and B thereupon sues him in California. A pleads the California statute of limitations. Can he do so? Give reasons.

SECOND DAY—SECTION FOUR.

1. A, a infant 19 years of age, obtained employment as fireman with the N. & W. Ry. Co. by falsely representing that he was over 21 years of age, the company having a rule forbidding the employment of infants in train service. A was injured by negligence of the company under circumstances which, had he been over 21 years of age, would have entitled him to recover damages. What relation existed between A and the railway company, and what degree of care did the railway company owe him?

2. State the measure of liability of a common carrier: (a) As to passengers; (b) As to goods. And why is there a difference?

3. Jones deposits his silverware with the bank and leaves for his vacation. The bank agreed with Jones that it would carry insurance on the silver, but failed to do so. Jones was ignorant of the bank's failure to carry insurance, but becoming uneasy, takes out a policy himself. A fire occurs under such circumstances that the bank is under no common law liability as bailee or warehouseman to Jones for the destruction of the silver. Jones elects to collect his insurance upon the policy that he took out himself, and not to sue the bank upon its contract to insure the silver. The insurance company,

however, claims that it is entitled to be subrogated to Jones' contract with the bank to carry insurance, and brings suit to recover the damages that Jones could have recovered for breach of the bank's contract to insure. What is your opinion as to the insurance company's rights?

4. A is subscriber to ten shares of the capital stock, par value \$100.00 per share, in The Virginia Company, a corporation, upon which he has paid only \$50.00 per share. B is a creditor of the corporation, and brings a suit in equity to compel the stockholders of the company to pay the balance due upon their shares of stock for the payment of his debt. The corporation also owes A debt of \$500.00 for supplies which he has furnished it. Can A offset his claim against the corporation in the suit brought by B to enforce the stockholders' liability for the unpaid balances on their subscriptions?

5. Can a defacto corporation compel payment of subscriptions to capital stock?

6. By the Federal Interstate Commerce Act, telegraph companies are declared to be common carriers subject to congressional regulation. There is a Virginia statute imposing a penalty upon telegraph companies for failure to deliver a telegram as promptly as practicable. A, in Baltimore, sends to B, in Richmond, a telegram which on arrival in Richmond is not delivered as promptly as practicable. Can the penalty prescribed by the Virginia statute be enforced?

7. On January 1, 1890, A executed, acknowledged and recorded a mortgage to secure The Virginia Company \$1,000.00. The deed was acknowledged before a notary public, who was the president of the company. At that time an acknowledgment so taken was void. On January 2, 1890, B recovered and docketed a judgment against A. Four years later the legislature passed a curative statute validating such acknowledgments. A contest arises between the Virginia Company and B over the priorities of the liens. Which is ahead, and why?

8. For what torts is a municipal corporation liable?

9. How can a judgment creditor of a municipal corporation compel payment of a debt owing to him by the corporation?

10. In the absence of any special agreement in the contract of stock subscription to the capital stock of a corporation, when is the subscription due and payable and from what date does the statute of limitations on such stock subscription begin to run in the subscriber's favor?

11. A wholesale merchant has an open account debt of \$8,000.00 against B, a retail merchant, and takes out a \$10,000.00 policy on B's real estate, consisting of a storehouse and contents, to cover the debt. The property is destroyed by fire. Can A collect the insurance, and if so, how much?

12. A, at Roanoke ships a Ford automobile to B, at Richmond, via

N. & W. Ry. Co. When the machine arrives at Richmond, it is discovered that the two front wheels have been broken and knocked off in transit, while in the carrier's control. B declines to accept the shipment, and sues the railway company for the value of the machine. What is the rule as to his right to do this?

13. A, a carpenter at Hopewell, ordered a box of tools to be shipped to him via the Southern Express Company by the Jones Hardware Company, at Richmond, Va. The Jones Hardware Company immediately shipped the box of tools, but in some manner they were delayed in transit, and did not reach A until sixty days later. At the time of ordering the tools, and at the time they were delivered to the Express Company, A had entered into a contract of employment at Hopewell, by which he was to receive \$10.00 per day, as a very high-grade carpenter but as he was unable to obtain other tools in Hopewell, he was unable to fill his contract, and, in fact, unable to get any work at all until the box of tools arrived. When the tools did arrive, he thereupon entered suit against the Express Company for \$600.00, representing the sixty days' lost time at \$10.00 per day. Can A recover the damages as claimed? Give reason.

14. A sends 100 bushels of wheat to a miller to be ground into flour. The miller receives the wheat and grinds the same, but before he sends A the flour, the mill is destroyed by fire by spark from a passing engine. Upon whom does the loss fall as between A and the miller, and why?

15. Two Virginia corporations agree to consolidate. Their proceedings to that end on the face thereof are regular, and in full compliance with all statutory requirements. Accordingly, the State Corporation Commission issues its authority for the merger, and the statutory requirements therefor are completely complied with. Subsequently A, a minority stockholder, brings in the Circuit Court of Bedford county a bill alleging that the agreement of consolidation was so inequitable and unjust to minority stockholders that a court of equity should set aside the consolidation and merger. The circuit court entertained the bill. What is your opinion as to its right to do so?

16. A is a passenger upon a street car of the Roanoke Railway and Electric Company. As the car is crossing a bridge over a creek, the bridge collapses, and A is injured. He brings suit against the company to recover damages. What must A prove in order to make out a prima facie case?

Successful Applicants.

| | |
|---------------------------|--------------------|
| Beazley, James Henry..... | Sparta, Va. |
| Binder, Robert Deber..... | Newport News, Va. |
| Budwesky, Carl | Alexandria, Va. |
| Bullitt, J. F., Jr..... | Big Stone Gap, Va. |
| Carter, James T..... | Richmond, Va. |

| | |
|-----------------------------------|------------------------|
| Crymes, T. N..... | Meherrin, Va. |
| Dickinson, Bert Lincoln..... | Marion, Va. |
| Eastman, J. S..... | Saluda, Va. |
| Eggleston, Thos. L., Jr..... | Charlottesville, Va. |
| Fields, Early S..... | Hampton, Va. |
| Flanagan, Philip M..... | Richmond, Va. |
| Gannaway, Albert Carlyle..... | Lynchburg, Va. |
| Healy, Jos. Edward..... | Mathews, Va. |
| Hirschberg, John..... | Richmond, Va. |
| Howell, LaFayette Armistead..... | Norfolk, Va. |
| Levin, Samuel..... | Petersburg, Va. |
| Martin, W. W..... | Houston, Va. |
| Minter, W. M..... | Mathews, Va. |
| Moncure, W. R. D..... | Chilhowie, Va. |
| McKenzie, C. August..... | Richmond, Va. |
| Powers, R. D..... | Glen Allen, Va. |
| Reid, Thomas H..... | Portsmouth, Va. |
| Richardson, Raymond R..... | University of Virginia |
| Riley, Jno. Shirley..... | Roanoke, Va. |
| Satterfield, Dave Edward, Jr..... | Richmond, Va. |
| Tate, Vernoy Brownie..... | Coeburn, Va. |
| Walker, Russell A..... | Portsmouth, Va. |

Roanoke, Va., June 26-27, 1917.

FIRST DAY—SECTION ONE.

1. H, who owned a large estate, real and personal, dies in 1916, indebted to insolvency; G, an attorney, qualifies as his administrator. There are numerous creditors both local and foreign. G, with full knowledge of the assets of the estate offers to purchase and does purchase on his own account, numerous claims against the estate at thirty cents on the dollar. The estate will pay more than that. Is G's conduct ethical? Why?

2. A brings you a negotiable note purporting to have been made by B, for the sum of \$100.00, and directs you to sue B on the note. Before the trial you become convinced that the note is a forgery. What is your duty to your client and to the court, under the circumstances?

3. Wm. Jones, of Henry county, owes the Simons Department store \$50.00 on an old account; he goes to them and presents a check for that amount, and is given a receipted bill; the check when presented proves to be worthless. Is Jones guilty of any offense?

4. William Harris, of Henry county, goes to the same store and purchases \$25.00 worth of goods and gives his check in payment of same. Harris' check is also worthless. Of what offense is Harris guilty?

5. Henry Jackson, a boy ten years old, intentionally burns the home of John Smith in the city of Roanoke, Va. Who has the burden of proof as to capacity or incapacity to commit crime in this case?

6. M, a young woman, register at a Norfolk hotel under an assumed name. The next day a small colored boy brings a note to the hotel addressed to M. The note is delivered and in a few minutes an answer is handed the messenger addressed to T. The answer is never delivered and is returned to the hotel. M is drowned in the Elizabeth river that night, and T is arrested and charged with having murdered her. Upon his trial the court admits in evidence against him the undelivered note from M, as a part of the *res gestae*. Is the action of the court correct? Why?

7. What is the test as to the admissibility of dying declarations?

8. A sues B, his wife, for divorce on the grounds of desertion. Is A a competent witness in the case and if so for what purposes?

9. A is sued in Roanoke county by the Armour Fertilizer Works, upon a judgment rendered against him in the State of North Carolina. Upon the trial A pleads, offers to prove and is allowed to prove, over the objection of the plaintiff, that the judgment against him in North Carolina was rendered without notice and without service of process upon him. Was the ruling of the trial court correct? Why?

10. D, sheriff of Henry county and as such administrator of B, sues H for \$10,000.00, for causing the death of B. The process is made returnable to the proper rule day and is served on H by D, the sheriff of the county, in due time. Is the service of the process valid?

11. In the above case, the cause is docketed and at its first calling, counsel for H appear and move for a continuance which is granted. At the next term of the court counsel for H again appear and move to quash the process upon the ground that service by the sheriff in this matter was illegal. Should the motion to quash have been granted?

12. D and his wife have been divorced and D was given the custody of his infant son, B, a boy ten years old. D's wife lives in Roanoke, while D lives in Bedford county, Virginia. During D's absence from home, his wife kidnaps B and carries him to her home in Roanoke, where he is held and not allowed to communicate with his father. D consults you. What course would you advise him to pursue to regain the custody of his child, and to what courts could apply for relief?

13. The First National Bank of Martinsville, Va., sues out an attachment against H, upon an affidavit made and signed by W as vice-president of the bank, without more. Is the affidavit in the case sufficient to sustain the attachment?

14. B, an engineer upon a Norfolk and Western Railway train running between Bluefield, W. Va., and Roanoke, Va., is killed by a collision in Montgomery county, Virginia, under circumstances showing

negligence on the part of the railway company and contributory negligence on the part of B. What is the rule in regard to contributory negligence in cases of this kind?

15. M owns a mill on Goose creek, in Loudoun county, and desiring to increase his water power raises his dam eight feet. This action on the part of M causes the back water to flood the lands of L, the proprietor above and also renders L's home unfit for habitation by reason of the stagnant water and mosquitoes bred therein. Will a court of equity interfere in a case of this kind, and, if so, what remedy will it apply?

16. B and R own jointly a farm in Henry county. B dies, leaving a widow M, and four infant children, A, C, D and E, all under 14 years of age. M desiring to have the farm partitioned employs you for that purpose. State the necessary steps to be taken to have partition made in the case—Who should be made parties to the suit? Upon whom process must, and upon whom it may, be served? What can be done in the matter provided the interest of the infants cannot be laid off to them in severalty?

FIRST DAY—SECTION TWO.

1. What contracts of infants are valid?

2. A, a citizen of Richmond, Va., in moderate circumstances, sends his infant son B to the University of Virginia; while there B buys of a jeweler in Charlottesville, a gold watch at the price of \$50.00, B having no watch at the time. The jeweler charges the watch to A, A refuses to pay for it, and the jeweler sues him. Is A liable? Why?

3. Brown, Jackson and Hope, of Roanoke, Va., own a valuable iron mine in Giles county, which they wish to sell; Hope, who owns only a small interest in the property holds the legal title as trustee. By consent of all the owners the property is placed in the hands of Macy & Co., real estate dealers, for sale upon an agreed commission of 10%. Macy & Co., with the assistance of Hope, effect a sale of the property to Johnson at the price of \$100,000.00. While negotiations are pending Macy & Co. agree to divide their commissions with Hope and upon consummation of the sale they so divide. The amount paid to Hope in no wise reduces the amount going to Brown and Jackson, his co-owners. After the sale is made, Brown, the largest holder of the property sues Hope for the commission received by him. Can Brown recover? Give reasons for your view?

4. Brown & Co., of Philadelphia, appoint Wm. Jones, of Charlottesville, their agent for the purchase of lumber. Jones goes to Snead a citizen of Albemarle county and purchases in his own name, but for Brown & Co. \$1,000.00 worth of walnut logs. Jones fails in business before the logs are paid for and Snead discovering that the logs were really bought for Brown & Co. seeks to hold them liable. Can he do so?

5. A and B come to Warrenton, Va., together and B begins to purchase horses, representing himself as the agent of A. A ratifies and confirms several purchases made by B, by accepting and paying for the horses. Finally B purchases a horse from C, a citizen of Warrenton, at the price of \$250.00, and A being displeased with the purchase, refuses to ratify it or to pay for the horse. Can C compel him to do so?

6. Mr. Gray of Roanoke has a valuable automobile stolen from his garage on April 20th. On the morning of the 21st, he publishes in the Roanoke papers, an offer of a reward of \$250.00, for the capture and return of the machine. On the morning of April 22nd, Wm. Holmes of Staunton, having seen the offer of the reward meets the thief on the street in Staunton, recognizes and captures the car. He returns it to its owner and claims the reward. In the meantime Mr. Gray has published in the Roanoke papers, on the morning of the 22nd, a withdrawal of the reward. This fact was unknown to Holmes until after he had captured the car and started to Roanoke with it. Gray refuses to pay the reward and Holmes sues to recover it. Can he do so? Why?

7. Smith, a wealthy citizen of Martinsville, Va., proposes to the board of stewards of the Methodist church that, if the congregation will raise \$10,000.00 for the erection of a new church, he, Smith, will donate a valuable lot owned by him, upon which to build the church. The stewards accept the offer and raise the \$10,000.00, Smith refuses to convey the lot. Can he be compelled to do so? Give reasons?

8. Barbour, a hardware merchant of Danville, Va., orders from the Devon Co. of Lynchburg, five hundred machines for planting tobacco. The machines are packed, marked and loaded for shipment, but before the cars on which they are loaded are moved from the siding the cars containing the machines are accidentally destroyed by fire. Upon whom does the loss fall and why?

9. Armstrong, Cator & Co., of Baltimore, ship to Wm. Henderson, of Martinsville, Va., a bill of goods valued at \$600.00. The goods arrive and are unloaded and stored in the depot of the Norfolk and Western Railway Company at Martinsville. Before they are delivered Armstrong, Cator & Co. notify the railway company to hold the goods, believing that Henderson is about to fail. Henderson does fail and his trustee in bankruptcy sues the railway company to recover the goods. Can he recover?

10. C, a stock dealer of Martinsville, sells D a mule, stating to him that the mule is sound and all right so far as he knows. D tries the mule for five days and then buys him. About ten days after the sale the mule dies of the botts and D refuses payment on the ground of unsoundness. Upon an action for the purchase price, is the unsoundness of the mule a good defense?

11. What is the effect, both at common law and in Virginia, of a void marriage upon the legitimacy of the issue?

12. What are the rights of a married woman in Virginia to-day over her personal estate?

13. Henry Jones, of Campbell county, goes to Lynchburg, becomes partially intoxicated, starts home, lies down in the public road in the night time and falls asleep. Wm. Harris driving a heavy automobile goes over the road shortly afterwards, runs over Jones and kills him. Had Harris been using ordinary care, he could have seen Jones in time to have avoided the accident. Can Jones' administrator recover damages from Harris?

14. Give the elements of damage, which may be considered by the jury in fixing the amount of recovery in cases of personal injury?

15. A is the maker and B, C and D are endorers of a negotiable note, which comes to E as a *bona fide* holder for value in due course and before maturity. The note is due at the bank on April 20, 1917, and E presents it for payment on that day and payment is refused. The note is not protested, although it does not waive demand and notice of protest. Can E hold B, C and D liable upon the note?

16. The Southern Fruit Company, of Richmond, Va., purchases of the Overland Fruit Company, of California, a carload of oranges. The bill of lading is forwarded to the Southern Fruit Co. While en route the Southern Fruit Co. sells the oranges to Abner Barnes Co., of Norfolk, Va., and directs that the car be diverted to Norfolk. They draw on Abner Barnes Co. for the price of the fruit attaching bill of lading and order of delivery to the draft, which is discounted by the Planters Bank of Richmond. Upon arrival and inspection of the oranges, Abner Barnes Co. refuse to accept them, and two days later the Southern Fruit Co. effects a sale to Jones & Co. of Richmond, who agree to take up the draft. In the mean time and after the draft was discounted, Smith, a creditor of the Southern Fruit Co. has the oranges attached. As between Smith and the bank, which has the better right to the proceeds of the oranges?

SECOND DAY—SECTION THREE.

1. John Jones recovers against Wm. Smith, a judgment for the sum of \$200.00, on an open account. At the time of the recovery of the judgment Smith was a single man with no family, owning a farm in Bedford county, worth \$2,000.00. After the recovery and docketing of the judgment Smith marries and immediately files a homestead deed, setting aside the farm as his homestead. Is the claim of homestead good against Jones' judgment?

2. W, a citizen of Pittsylvania county, dies, leaving a will by which he devises his lands in Patrick county, Virginia, to his daughters, A and R. He charges these lands with the payment of his debts and dies intestate as to his personal property. What is the primary fund for the payment of W's debts in this case?

3. Mr. Wise, a wealthy citizen of Roanoke county, makes the following will: "To my daughter A for her life, at her death to her

oldest son B for his life and after B's death to be equally divided among all of B's children, when B's youngest child attains the age of 25 years." B has no child living at the time of testator's death. Is the devise valid?

4. D, a married man residing in Virginia and having no children, makes his will and devises all of his property to his wife, B, making no provision for any afterborn child. After the making of the will, H, a daughter, is born to D and B, then D dies leaving the wife and daughter surviving him. What effect, if any, does the birth of H have upon D's will? If she takes any interest in D's estate, when does she take it finally vest?

5. B, a citizen of Henry county, dies leaving 20 acres of land worth \$300.00, and personal estate worth \$700.00. He owes debts amounting to \$2,000.00. Among these debts is a judgment recovered in B's life time, for the sum of \$200.00, and duly docketed. Please state in what order B's administrator should apply the assets to the payment of his indebtedness.

6. M and H are partners and are engaged in the retail dry goods business. M, in order to give his brother, D, the benefit of wholesale prices, gives him orders on Green & Co., wholesale groccerymen, for feed supplies, signing the orders with the firm name. D fails to pay for the goods and after the dissolution of the firm of M & H, Green & Co. seek to hold H liable on this account. H had no knowledge of the orders. Can they hold him liable?

7. B and C are partners in the mercantile business, D's wife contracts a bill with them, in the sum of \$200.00, D refuses to pay, and the partnership sues for the debt. C, individually, owes D \$100.00, which D offers as a set-off to the amount due the partnership by him. Will he be allowed to do this?

8. James and John are co-sureties for Thomas on a note due C for \$10,000.00. Thomas becomes insolvent and James pays the whole of the note to C. John the other co-security dies and suit is brought to wind up his estate, which is not sufficient to pay his debts in full. What portion of the debt paid to C can James prove against the estate of John, and to what extent can he receive dividends from said estate?

9. A, B and C are partners in the mercantile business, the firm fails and the partnership assets are exhausted and judgments are recovered against the individual partners for the firm debts. A pays off these judgments. Is he entitled to be subrogated to the rights of the creditors, whose judgments he has paid, against his co-partners, and, if so, to what extent?

10. A, a married man, owns property real and personal, worth \$4,000.00. He owes \$5,000.00, of which \$3,000.00 is made up of homestead waived notes, the remaining \$2,000.00, consists of open accounts. Judgments are gotten on the several debts, and in the meantime A has filed a homestead deed, setting apart \$2,000.00 worth of his prop-

erty. There are no priorities among the judgment lien creditors. Under the law of Virginia, in what order will A's assets be subjected to the lien of the several judgments against him. Those waiving as well as those not waiving the homestead?

11. H, the owner of Woodside, desires to drain a portion of his lands through the lands of G. Failing to agree with G as to the damages, he applies to the circuit court of the county in which both farms are located for an order for the appointment of commissioners to ascertain and report upon the propriety of granting him this right, and to assess the damages. Will the relief be granted, and if so, what must H do before he will be allowed to construct the drains?

12. Define a vested remainder and give an example?

13. Jones, a contractor residing in North Carolina, gives White a mortgage on a large number of mules and other personal property then situated in North Carolina, where the mortgage was executed. The mortgage was valid under the laws of North Carolina and was properly admitted to record in Rockingham county, that state. Afterwards the property covered by the mortgage was removed to Henry county, Virginia, but the mortgage was never properly admitted to record in Henry county. The property covered by the mortgage was attached in Henry county by Smith, for a debt which he held against Jones. Under the present law of Virginia, has the attachment or mortgage priority?

14. Bryan, a wealthy citizen of the State of Maryland, lends large sums of money, on notes secured by deeds of trust on real estate in Fauquier county, Virginia. He has no agent in Fauquier county. The examiner of records for Fauquier county has the debts secured by Mr. Bryan's deeds of trust listed for taxation. Can the Virginia authorities collect the tax?

15. Hudson, who owns a house and lot in Roanoke, Va. for life, with remainder to his children in fee, sells the house and lot to Jones and makes him a deed to same, in fee simple. Jones sues in equity to correct the mistake and recover the money paid to Hudson. Will he be allowed to do so?

16. A gives to B, his son, twenty acres of land and promises to convey it to him, upon condition that B build a house upon the same and live there. The gift was an oral one. B builds the house and moves into it and A refuses to convey the land. Can B compel a conveyance?

SECOND DAY—SECTION FOUR.

1. Williamson, a merchant of Martinsville, Va., advertised that he would give away with each purchase of one dollar's worth of goods six stamps commonly known as trading stamps. The stamps were to be redeemed by the Trading Stamp Co. in merchandise. The use of trading stamps had been prohibited by an Act of the Virginia Legislature, and Williamson was tried and convicted under this act. Can the conviction be sustained?

2. The Stuart Lumber Co. owns a saw-mill plant in Russell county, it also owns a large boundary of valuable timber on Coal creek in that county. Between the plant and the boundary of timber Jones and Smith own valuable farms and the only practical route from the saw-mill plant to the boundary of timber lies through these farms. The Stuart Lumber Co. seeks to have a right of way for a tram road condemned through the lands of Jones and Smith, for the transportation of logs and lumber. To this end they proceed under an act of the Virginia legislature and in the Circuit Court of Russell county. The court grants their petition asking for commissioners to condemn the lands and later makes an order for the opening of the road. The public has no interest in the road, save the right of passage over it. Will the decision of the circuit court be sustained on appeal?

3. Moss, a farmer living in Fauquier county, Virginia, loads a car on the Southern Ry. with potatoes consigned to commission men in New York. While the potatoes are en route to New York a blizzard sweeps over the country and the potatoes freeze, rendering them practically valueless when they arrive in New York. Is the carrier liable for damages? Give reasons?

4. Green ships a car load of valuable horses from Basic City to Newport News, Va., over the line of the Chesapeake and Ohio Railway, and in consideration of a reduced rate of freight agrees upon a valuation of \$100.00 per head for the horses in case they are killed or crippled en route. The car is wrecked and several of the horses killed. The company tenders Green the agreed valuation, which Green refuses. What is the measure of the railway company's liability under the Virginia statute?

5. I go to the agent of the Norfolk and Western Railway Co. in Roanoke and call for a ticket to Martinsville, Va., paying the required fare. By mistake of the agent, I am handed a ticket to Henry, Va., an intermediate point. After the train passes Henry the conductor demands of me another ticket from Henry to Martinsville, which I refuse to give or to pay the cash fare. I refuse to leave the train when requested and the conductor puts me off using no more force than necessary. What action can I maintain against the road and what can I recover?

6. The Acme Mills, at Martinsville, Va., purchases a carload of wheat in the West and it arrives in Martinsville over the line of the Norfolk & Western Ry. Co. The car arrives in good order and the rules of the company require freight in carload lots to be unloaded within forty-eight hours after arrival at its destination. The Acme Mills fail to unload the wheat in the required time and three days after the arrival of the car, the depot in Martinsville is accidentally destroyed by fire and the wheat is burned. Upon whom does the loss fall, the railway company or the Acme Mills?

7. A, of Patrick county, stores with the Koehler Cold Storage Co. 100 bbls of apples for three months, at a charge of fifty cents per

bbl. During this time the plant is burned by an incendiary and the apples are destroyed. Upon whom does the loss fall, A or the Kochler Cold Storage Co. and why?

8. Under what circumstances may one Virginia corporation take, by condemnation proceedings, property from another Virginia corporation having the power of eminent domain? And to what tribunal would you resort in a case of this kind?

9. To what tribunal would you apply for authority for one railroad to cross the tracks of another railroad? Is the order of that tribunal final in the matter?

10. The city of S, in Virginia, owns its own water works and supplies its citizens with water for drinking and other purposes at a fixed charge. The city authorities negligently allow the city water to become polluted and A, the wife of B, who is a citizen of the town and who uses the water, contracts typhoid fever on account of its pollution and dies. B sues the city for damages. Can he recover?

11. B, a citizen of Richmond, has ten shares of stock in the City National Bank of Richmond, of the par value of \$100.00 each. The stock has been fully paid up. The bank fails and a receiver is appointed to wind up its affairs. For what, if anything, is B liable in this case? If he is liable, how should the receiver proceed to enforce the liability?

12. The Farmers Bank of Bedford, Virginia, of which A, B, C and D were directors, fails, owing to the bad habits and mismanagement of H, the cashier of the bank. F, G and I, stockholders in the bank bring suit against the directors. They allege gross mismanagement on their part of the bank's affairs and seek to hold them liable for the loss sustained by the stockholders on account of this alleged mismanagement. State the measure of the directors' responsibility in cases of this kind?

13. The charter of the Vinton Land Company, of Roanoke, Va., limits the amount of land which the company may hold to 200 acres. The company already owns 200 acres of land, but in order to collect a debt due to it by A takes a conveyance from A of 100 acres of land in Roanoke county. A short time afterwards the company sells fifty acres of this land purchased from A to B and makes him a deed to the same. Does B get a good title to the land?

14. Hall, a citizen of Lynchburg, Va., goes to Howard, resident agent of the Mutual Life Insurance Co. of New York, and takes out a policy of \$5,000.00 on his life. The premiums are paid and the policy delivered in Virginia. Three years after taking out the policy Hall is electrocuted for the murder of his wife. The policy is silent as to the effect of death by the hand of the law as a punishment for crime. The insurance company refuses payment and Hall's children bring suit to recover. Will they be allowed to do so?

15. A, a merchant in Martinsville, goes to E, agent for Rutgers

Fire Insurance Company and takes out a policy of \$1,000.00 on his stock of goods. The rules of the company require the prepayment of the premium as a prerequisite to the policy becoming binding. E, the agent, gives A credit, and as a matter of fact the premium is not paid until sixty days after the policy is written. In the meantime A's store burns and the company, learning that the premium has not been paid, refuses to pay the loss. Can A enforce payment?

16. S, a tobacco manufacturer of Henry county, goes to B, a fire insurance agent, and takes out \$5,000.00, insurance on a lot of manufactured tobacco. It later develops that some of the representations made by the assured in applying for the policy were untrue. But these representations were not fraudulently made nor material to the risk. Shortly after the policy was written, the tobacco was destroyed by fire. The insurance company resisted payment of the policy on the ground of false representations. Can the company maintain this defense in this case?

Successful Applicants.

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|--------------------------------|--------------------------|
| Barrow, Emory Powell..... | Alberta, Va. |
| Beaton, Robert Richard..... | Portsmouth, Va. |
| Britts, Nye | North Tazewell, Va. |
| Bronson, E. Sherlock..... | Richmond, Va. |
| Bishop, John H..... | Monterey, Va. |
| Bowman, Adam Broyles, Jr..... | Johnson City, Tenn. |
| Campbell, Harry V..... | Berkeley Springs, W. Va. |
| Carter, Clarence W..... | Warrenton, Va. |
| Collins, Alfred H..... | Norfolk, Va. |
| Cooley, Alva E..... | Pipers Gap, Va. |
| Davis, Delamater | Norfolk, Va. |
| Duke, William Eskridge..... | Charlottesville, Va. |
| Dunford, J. Earle..... | Richmond, Va. |
| Dozier, Curtis M..... | Richmond, Va. |
| Edwards, W. Glenn..... | Eona, Va. |
| Fletcher, Chapman | Fairfax, Va. |
| Fleming, Charles Campbell..... | University of Va. |
| Flood, J. W..... | Appomattox, Va. |
| Gayle, Robert B..... | Richmond, Va. |
| Goodrich, E..... | Edgerton, Va. |
| Gilfoyle, Thos. L..... | Lynchburg, Va. |
| Greenway, Roscoe B..... | Richmond, Va. |
| Gwathmey, R B..... | Richmond, Va. |
| Haba, Gabriel J. de la..... | Santurce, Porto Rico |
| Hammock, Lo enzo John..... | Lawrenceville, Va. |
| Hansel, John Seybert..... | McDowell, Va. |
| Harman, B. F..... | Roanoke, Va. |
| Harris, G. Ashton..... | Suffolk Va. |

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|----------------------------------|-----------------------|
| Henson, W. E..... | Roanoke, Va. |
| Howard, Joseph Lane..... | Floyd, Va. |
| Jett, R. Arthur, Jr..... | Avalon, Va. |
| Jones, Lewis | Urbanna, Va. |
| Jones, Phillip E..... | New York City, N. Y. |
| Jordan, Louis F..... | Basic City, Va. |
| Joyce, Willie L..... | Shuff, Va. |
| Kane, Robert Rhea..... | Gate City, Va. |
| Keyser, H. M..... | Fairfax, Va. |
| Kidd, J. Claude..... | Crewe, Va. |
| Long, B. E..... | Portsmouth, Va. |
| Loyd, Alfred Tracey..... | Roanoke, Va. |
| Martin, Reuben J..... | Richmond, Va. |
| Mason, John Blair..... | Petersburg, Va. |
| Maurice, Charles E..... | Richmond, Va. |
| Maxey, Melville Anderson..... | Richmond, Va. |
| Maynard, Randolph | Richmond, Va. |
| Mellon, Harry G..... | Hopewell, Va. |
| Miller, George I..... | Lynchburg, Va. |
| McCormick, C. O..... | Java, Va. |
| Nicholson, Harry | Norfolk, Va. |
| Peery, John Richard..... | Pocahontas, Va. |
| Pender, William C..... | Norfolk, Va. |
| Peters, Herbert Grayson, Jr..... | Bristol, Va. |
| Peters, Charles Given..... | Union, W. Va. |
| Phillips, Tobias Cleveland..... | Lexington, Va. |
| Preston, John J. D..... | Lewisburg, W. Va. |
| Preston, W. W..... | Lexington, Va. |
| Pulley, F. P., Jr..... | Ivor, Va. |
| Reynolds, Charles P..... | Chase City, Va. |
| Ritchie, A. C..... | Burke, Va. |
| Rogers, Grandison Moseley..... | Buckingham C. H., Va. |
| Ruffin, Edmund S., Jr..... | Norfolk, Va. |
| Sargent, Henry E..... | Washington, D. C. |
| Slemp, Alfred Campbell..... | Olinger, Va. |
| Smith, Herbert Grooms..... | Newport News, Va. |
| Spandorfer, Reuben E..... | Norfolk, Va. |
| Stiles, Homer R..... | Elliston, Va. |
| Sutherland, Horace | Hillsville, Va. |
| Tait, George | Monroe, Va. |
| Taylor, Fuller F..... | Atlantic, Va. |
| Timmins, H. O., Jr..... | Richmond, Va. |
| Williams, J. Earle..... | Norfolk, Va. |
| Wilson, George Arthur..... | University of Va. |